

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Water and Sewer Capacity Small Bay Partners, LLC

DEPARTMENT: Environmental Services DIVISION: Business Office

AUTHORIZED BY: [Signature] CONTACT: [Signature] EXT. 2148
Dr. John Cirello, Director Bob Briggs, Finance Maganer

Agenda Date	<u>11-07-06</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
		Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Authorize Chairman to execute and approve Release of Water and Sewer Capacity

BACKGROUND:

Release the water and sewer capacity between Seminole County and Small Bay Partners, LLC., for the project known as Monroe Commerce Center North Ph 3 for 645 gpd of water and 645 gpd of sewer. Release of water and sewer capacity is due to project build out. District 5 - Carey

Reviewed by:
Co Atty: <u>10/3/06</u>
DFS: _____
Other: _____
DCM: <u>[Signature]</u>
CM: <u>[Signature]</u>
File No. <u>CESA01</u>

RELEASE OF WATER AND SEWER CAPACITY

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and SMALL BAY PARTNERS LLC, whose address is PO BOX 940877 MAITLAND, FL 32794, hereinafter referred to as "DEVELOPER."

W I T N E S S E T H:

WHEREAS, DEVELOPER's predecessors in interest and COUNTY entered into a Developers Agreement on July 15, 2005, (hereinafter referred to as the "DEVELOPERS AGREEMENT") for potable water and sewer services to be provided by COUNTY for the property described in Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as the "PROPERTY"); and

WHEREAS, pursuant to the DEVELOPERS AGREEMENT, COUNTY has allocated certain potable water and sewer services for the use of said PROPERTY (hereinafter referred to as the "capacity"); and

WHEREAS, DEVELOPER has completed development of the PROPERTY, and a certain amount of capacity allocated for the PROPERTY remains unused and available for reallocation in accordance with COUNTY policy,

NOW THEREFORE, in consideration of the promises and mutual covenants stated herein, COUNTY and DEVELOPER agree as follows:

SECTION 1. RELEASE OF CAPACITY TO COUNTY. DEVELOPER does hereby release and quit claim to COUNTY the capacity allocated by COUNTY under the terms of the DEVELOPERS AGREEMENT, to wit:

- (a) 645 gallons per day for potable water supply, and
- (b) 645 gallons per day for wastewater removal.

Such capacity shall revert back to COUNTY in accordance with COUNTY policy.

SECTION 2. ENTIRE AGREEMENT.

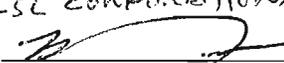
(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

(b) It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument for the purpose herein expressed.

Signed, sealed and delivered in the presence of:

DEVELOPER
SMALL BAY PARTNERS, LLC
LSL CORPORATION, ITS MANAGER

By:  _____

Witness

Witness

Date: 9/28/06

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
Carlton Henley, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

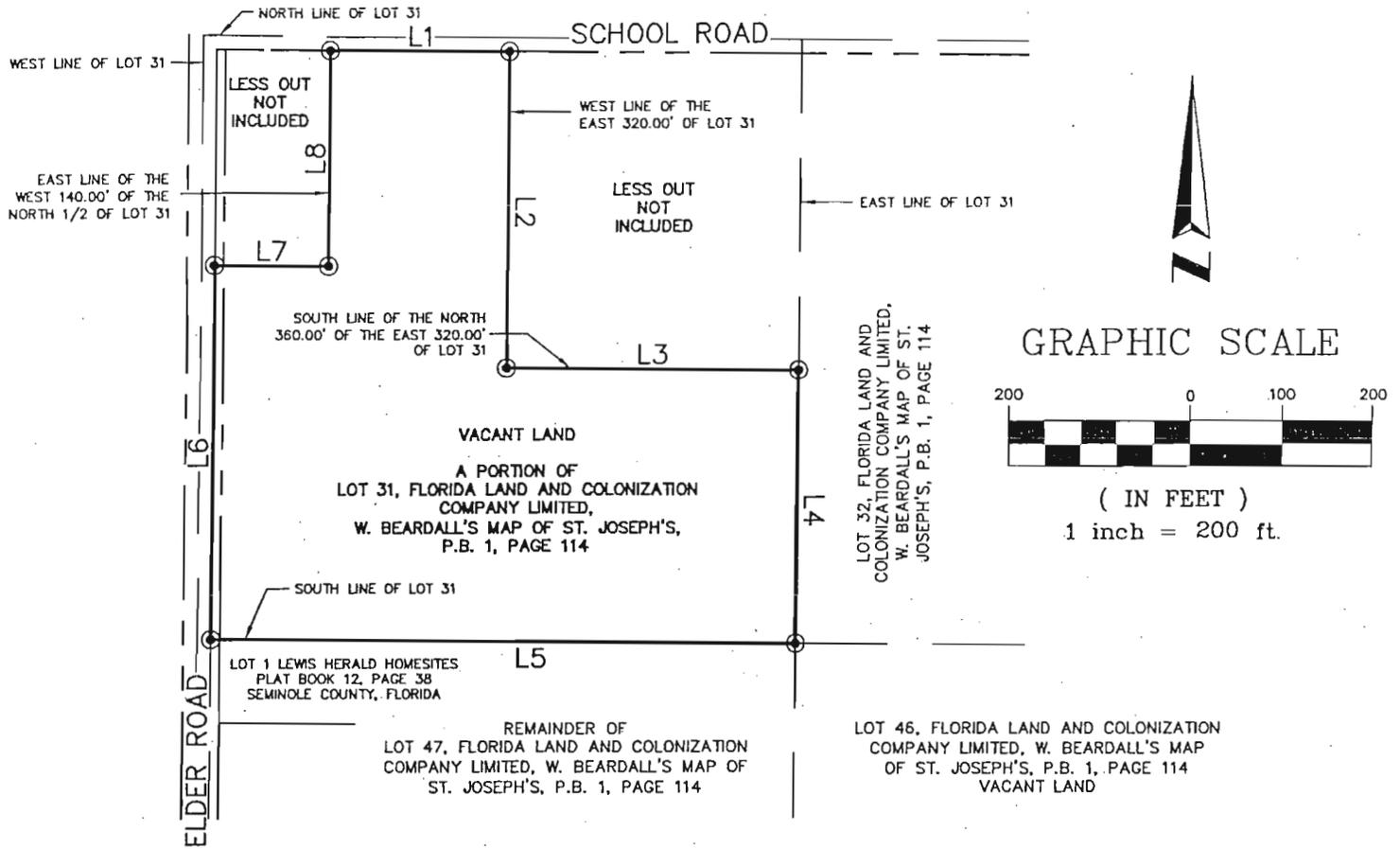
As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

Sharon E. Dietrich 10-3-06

County Attorney
SED/lpk
7/31/02
release water sewer capacity

SKETCH OF DESCRIPTION

EXHIBIT "A"



LEGAL DESCRIPTION (as provided by client):

Lot 31 (Less the North 360 feet of the East 320 feet of Lot 31 and Less the North 250 feet of the West 140 feet of the North 1/2 of Lot 31), FLORIDA LAND AND COLONIZATION COMPANY LIMITED, W. BEARDALL'S MAP OF ST. JOSEPH'S, according to the Plat thereof as recorded in Plat Book 1, Page 114, Public Records of Seminole County, Florida subject to right-of-way on North for Monroe School Road and on West for Elder Road, as shown on said Plat, the centerline of such platted roads being the Lot boundary line as described herein.

Containing 6.345 acres more or less.

LINE TABLE		
LINE	LENGTH	BEARING
L1	199.62' (M)	N89°29'01"W (M)
L2	345.01' (M) 360.00' (D)	S00°12'05"W (M)
L3	320.00' (M)	N89°29'01"W (M)
L4	300.56' (M)	S00°12'05"W (M)
L5	644.05' (M)	N89°32'46"W (M)
L6	411.26' (M)	N00°09'05"E (M)
L7	125.00' (M) 140.00' (D)	N89°29'01"W (M)
L8	235.00' (M) 250.00' (D)	N00°09'05"E (M)

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF LOT 31 AS BEING NORTH 00°11'42" EAST. BEING AN ASSUMED BEARING FOR ANGULAR DESIGNATION ONLY.
4. Ⓞ DENOTES CHANGE IN DIRECTION.

JOB NO. 23180
 DATE: 06/28/05
 SCALE: 1" = 200 FEET
 FIELD BY: N/A

CALCULATED BY: J.R.
 DRAWN BY: SM
 CHECKED BY: J.R.

FOR THE LICENSED BUSINESS #6723 BY:

 JAMES L. RICKMAN, P.S.M. #5633



16 EAST PLANT STREET
 Winter Garden, Florida 32787 * (407) 654-5355